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**VICTORIAN RECOMMENDED PRICE LIST****EFFECTIVE: 3rd May 2010****SERVICES****Delivery**

SERVICE	DESCRIPTION	PRICE \$
NORMAL DELIVERY	Melbourne Metropolitan Alongside Job Site 7am to 5pm Monday to Friday	\$115.00 Per Drop
SPECIAL DELIVERY	Delivery outside Melbourne Metro, Outside Normal Hours, Saturdays	\$POA
REFLOR DELIVERY	Melbourne Metropolitan Alongside Job Site	\$125.00 Per Drop
CAGES DELIVERY	Delivery of Prefabricated Welded Cages Alongside Job Site	\$225.00 Per Drop

**Bar Services**

SERVICE	DESCRIPTION	PRICE \$
LARGE WELDED CAGES	Large Prefabricated Pier, Pile or Footing Cages	\$850.00 Per Tonne Extra to Steel Rate
SMALL WELDED CAGES	Small Prefabricated Pier, Pile or Footing Cages	\$850.00 Per Tonne Extra to Steel Rate, Plus a Surcharge of \$45 per Cage
COMPLEX BENDING	Antiburst, Spirals, Top Hats, Radius, 3-D Shapes & Circular Ties	\$2255.00 Per Tonne Extra to Steel Rate
SAW CUTTING	Friction Cut Bar	\$5.06 Per End

**Galvanising**

SERVICE	DESCRIPTION	PRICE \$
HOT DIPPED GALVANISED	Hot Dipped Galvanised Bar & Mesh	\$1587.00 Per Tonne Extra to Steel Rate

**Mesh Services**

SERVICE	DESCRIPTION	PRICE \$
CUT & BENT MESH	Square & Rectangular Mesh Cut & Bent to Size	\$POA
HARD DRAWN WIRE	Hard Drawn Wire 6 Metre Lengths	\$2580.00 Per Tonne

**Sales Telephone: 03 9269 5500****Sales Facsimile: 03 8368 2010**

**VICTORIAN RECOMMENDED PRICE LIST**

**EFFECTIVE: 3rd May 2010**

**REINFORCING FABRIC**

**SQUARE RIB MESH**

REFERENCE CODE	STANDARD UNIT	MAIN WIRE mm	EDGE WIRE mm	CROSS WIRE mm	MASS kg	PRICE PER SHEET \$
SL81	Sheet	7.60@100	7.60@100	7.60@100	105	\$ 405.29
SL102	Sheet	9.50@200	6.75@100	9.50@200	80	\$ 303.93
SL92	Sheet	8.55@200	6.00@100	8.55@200	65	\$ 241.22
SL82	Sheet	7.60@200	6.00@100	7.60@200	52	\$ 188.57
SL72	Sheet	6.75@200	4.75@100	6.75@200	40	\$ 148.17
SL62	Sheet	6.00@200	4.75@100	6.00@200	33	\$ 123.75
SL52	Sheet	4.75@200	4.00@100	4.75@200	21	\$ 83.26

**RECTANGULAR RIB MESH**

REFERENCE CODE	STANDARD UNIT	MAIN WIRE mm	CROSS WIRE mm	MASS kg	PRICE PER SHEET \$
RL1218	Sheet	11.90@100	7.60@100	157	\$ 643.51
RL1118	Sheet	10.65@100	7.60@100	131	\$ 497.81
RL1018	Sheet	9.50@100	7.60@100	109	\$ 410.39
RL918	Sheet	8.55@100	7.60@100	93	\$ 346.04
RL818	Sheet	7.60@100	7.60@100	79	\$ 295.05
RL718	Sheet	6.75@100	7.60@100	68	\$ 251.33

*Square & Rectangular Rib Mesh sheet size 6metre x 2.4 metres (14.4 square metres)  
Cut & Bent Mesh will incur an additional charge – Price On Application*

**TRENCH RIB MESH**

REFERENCE CODE	MAIN WIRE mm	CROSS WIRES mm	WIDTH metres	LENGTH metres	MASS kg	PRICE PER SHEET \$
L08TM3W	7.6@100	4.00@300	0.2	6	7	\$ 28.71
L08TM4W	7.6@100	4.00@300	0.3	6	9	\$ 36.74
L08TM5W	7.6@100	4.00@300	0.4	6	12	\$ 49.17
L11TM3W	10.65@100	4.75@300	0.2	6	13	\$ 56.58
L11TM4W	10.65@100	4.75@300	0.3	6	18	\$ 74.94
L11TM5W	10.65@100	4.75@300	0.4	6	22	\$ 96.32
L12TM3W	11.90@100	4.75@300	0.2	6	16	\$ 69.83
L12TM4W	11.90@100	4.75@300	0.3	6	22	\$ 91.50
L12TM5W	11.90@100	4.75@300	0.4	6	27	\$ 126.42

*Please be aware, some products attract lead time for delivery*

*Sales Telephone: 03 9269 5500*

*Sales Facsimile: 03 8368 2010*

**VICTORIAN RECOMMENDED PRICE LIST**

**EFFECTIVE: 3rd May 2010**

**REINFORCING BAR**

**STOCK LENGTHS – DEFORMED BAR**

REFERENCE CODE	GRADE DESCRIPTION	MASS PER METRE	METRES PER TONNE (approx)	PRICE PER TONNE \$
N12S	500 N Deformed Bar	0.910	1099	\$ 2,920.00
N16S	500 N Deformed Bar	1.618	618	\$ 2,920.00
N20S	500 N Deformed Bar	2.528	395	\$ 2,920.00
N24S	500 N Deformed Bar	3.640	275	\$ 2,920.00
N28S	500 N Deformed Bar	4.954	202	\$ 2,920.00
N32S	500 N Deformed Bar	6.471	155	\$ 2,920.00
N36S	500 N Deformed Bar	8.190	122	\$ 2,920.00

*N12S & N16S available in 6 metre lengths*

*N20S & N36S available in 12 metre lengths*

*Scheduling not included in stock length rates*

*Please be aware, some products attract lead time for delivery*

**PROCESSED STEEL – DEFORMED BAR**

REFERENCE CODE	GRADE DESCRIPTION	MASS PER METRE (kg)	METRES PER TONNE (approx)	PRICE PER TONNE \$
N10PB	500 N Deformed Bar	0.632	1582	\$ 3,090.00
N12PB	500 N Deformed Bar	0.910	1099	\$ 3,090.00
N16PB	500 N Deformed Bar	1.618	618	\$ 3,090.00
N20PB	500 N Deformed Bar	2.528	395	\$ 3,090.00
N24PB	500 N Deformed Bar	3.640	275	\$ 3,090.00
N28PB	500 N Deformed Bar	4.954	202	\$ 3,090.00
N32PB	500 N Deformed Bar	6.471	155	\$ 3,090.00
N36PB	500 N Deformed Bar	8.190	122	\$ 3,090.00
N40PB	AVAILABLE BY SPECIAL ORDER (Minimum quantities apply)	10.106	99	P.O.A

*Processed Steel rates include scheduling, cutting, bending, tagging and bundling*

*Lead Times apply for scheduled and processed steel*

*Sales Telephone: 03 9269 5500*

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**VICTORIAN RECOMMENDED PRICE LIST**

**EFFECTIVE: 3rd May 2010**

**REINFORCING BAR**

**PLAIN REINFORCING ROUND BAR - STOCK**

REFERENCE CODE	GRADE DESCRIPTION	MASS PER METRE (kg)	METRES PER TONNE (approx)	PRICE PER TONNE \$
R06S	250 N Plain Round Bar	0.228	4386	\$ 2,920.00
R10S	250 N Plain Round Bar	0.632	1582	\$ 2,920.00
R12S	250 N Plain Round Bar	0.910	1099	\$ 2,920.00
R16S	250 N Plain Round Bar	1.618	618	\$ 2,920.00
R20S	250 N Plain Round Bar	2.528	395	\$ 2,920.00
R24S	250 N Plain Round Bar	3.640	275	\$ 2,920.00
R28S	250 N Plain Round Bar	4.954	202	\$ 2,920.00
R33S	250 N Plain Round Bar	6.882	145	\$ 2,920.00

*Stock length 6 metres – Please be aware, some products attract lead time for delivery*

**PLAIN REINFORCING ROUND BAR - PROCESSED**

REFERENCE CODE	GRADE DESCRIPTION	MASS PER METRE (kg)	METRES PER TONNE (approx)	PRICE PER TONNE \$
R06PB	250 N Plain Round Bar	0.228	4386	\$ 3,090.00
R10PB	250 N Plain Round Bar	0.632	1582	\$ 3,090.00
R12PB	250 N Plain Round Bar	0.910	1099	\$ 3,090.00
R16PB	250 N Plain Round Bar	1.618	618	\$ 3,090.00
R20PB	250 N Plain Round Bar	2.528	395	\$ 3,090.00
R24PB	250 N Plain Round Bar	3.640	275	\$ 3,090.00
R28PB	250 N Plain Round Bar	4.954	202	\$ 3,090.00
R33PB	250 N Plain Round Bar	6.882	145	\$ 3,090.00

*Processed Steel rates include scheduling, cutting, bending, tagging and bundling*

*Lead Times apply for scheduled and processed steel*

**STARTER BARS AND CORNER BARS**

REFERENCE CODE	BAR SIZE mm	SIZE mm	BUNDLE SIZE	PRICE PER EACH \$
N12SB1020	12	1000 X 200	25	\$ 4.52
N16SB1020	16	1000 X 200	25	\$ 8.29
N16CB6060	16	600 X 600	25	\$ 8.29

*Please be aware, some products attract lead time for delivery*

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**VICTORIAN RECOMMENDED PRICE LIST**

**EFFECTIVE: 3rd May 2010**

**DOWEL BARS**

**ROUND DOWEL BARS – SAW CUT ENDS - BLACK**

REFERENCE CODE	BAR SIZE mm	LENGTH mm	PRICE PER EACH \$
DWB16F450	16	450	\$ 8.12
DWB16F600	16	600	\$ 9.02
DWB20F450	20	450	\$ 9.92
DWB20F600	20	600	\$ 11.73

*Other sizes available on request – Lead times will apply*

**ROUND DOWEL BARS – SAW CUT ENDS – GALVANISED**

REFERENCE CODE	BAR SIZE mm	LENGTH mm	PRICE PER EACH \$
DWG16F450	16	450	\$ 9.02
DWG16F600	16	600	\$ 10.83
DWG20F450	20	450	\$ 12.63
DWG20F600	20	600	\$ 15.34

*Other sizes available on request – Lead times will apply*

**DOWEL CAPS (Expansion Caps)**

REFERENCE CODE	BAR SIZE mm	No. PER BAG	PRICE PER 100 \$
DC	16 to 20	100	\$ 75.68

**BAR GUARDS**

REFERENCE CODE	BAR SIZE mm	No. PER BAG	PRICE PER 100 \$
BG1236	12 to 36	100	\$ 86.50

*Please be aware, some products attract lead time for delivery*

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**VICTORIAN RECOMMENDED PRICE LIST**

**EFFECTIVE: 3rd May 2010**

**REINFORCING ACCESSORIES**

**METAL BAR CHAIRS - PLASTIC TIPPED**

REFERENCE CODE	SIZE mm	No. PER BAG	PRICE PER 100 \$
BC020	20	100	\$ 46.37
BC030	30	100	\$ 49.46
BC040	40	100	\$ 55.63
BC050	50	100	\$ 74.18
BC065	65	100	\$ 80.38
BC075	75	100	\$ 83.46
BC080	80	100	\$ 86.55
BC090	90	100	\$ 91.19
BC100	100	100	\$ 97.37
BC110	110	50	\$ 105.10
BC120	120	50	\$ 126.73
BC130	130	50	\$ 132.92
BC140	140	50	\$ 149.92
BC150	150	50	\$ 193.19
BC160	160	50	\$ 231.83
BC170	170	50	\$ 278.20
BC180	180	25	\$ 324.56
BC190	190	25	\$ 338.47
BC200	200	25	\$ 347.75
BC210	210	25	\$ 355.47
BC220	220	25	\$ 372.48
BC240	240	25	\$ 388.70
BC250	250	25	\$ 400.29
BC270	270	25	\$ 407.25
BC280	280	25	\$ 425.02
BC300	300	25	\$ 448.21

**METAL BASES**

REFERENCE CODE	SIZE mm	CHAIR HEIGHT mm	No. PER BAG	PRICE PER 100 \$
BASES-S	125 x 125	20-180	100	\$ 69.55
BASES-L	230 Diam	190-300	50	\$ 157.65

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**VICTORIAN RECOMMENDED PRICE LIST**

**EFFECTIVE: 3rd May 2010**

**REINFORCING ACCESSORIES**

**PLASTIC BAR CHAIR WITH BASE**

REFERENCE CODE	SIZE mm	No. PER BAG	PRICE PER 100 \$
PBCB2540	25-40	100	\$ 50.82
PBCB5065C	50-65	100	\$ 59.47
PBCB7590	75-90	100	\$ 69.20
PBCB85100	85-100	100	\$ 74.60
BSOG100C	100	100	\$ 91.90
BSOG110C	110	100	\$ 97.31
BSOG120C	120	100	\$ 105.96
BSOG130C	130	100	\$ 108.12
BSOG140C	140	100	\$ 136.23
BSOG150C	150	100	\$ 144.88

**PLASTIC DECK CHAIRS**

REFERENCE CODE	SIZE mm	No. PER BAG	PRICE PER 100 \$
BPDC1520	15-20	100	\$ 25.95
BPDC2530	25-30	100	\$ 32.44
BPDC3540	35-40	100	\$ 34.60
BPDC4550	45-50	100	\$ 48.65
BPDC6575	65-75	50	\$ 58.93
BPDC90100	90-100	50	\$ 67.58
BPDC110120	110-120	50	\$ 89.74
BPDC130140	130-140	50	\$ 105.96
BPDC150160	150-160	50	\$ 114.61
BPDC170180	170-180	50	\$ 140.56
BPDC190200	190-200	50	\$ 162.18
BC Base 130	130	100	\$ 53.55

**CLIP FAST PLASTIC BAR CHAIRS**

REFERENCE CODE	HEIGHT mm	No. PER BAG	PRICE PER BAG \$
B20	20	100	\$ 32.44
B25	25	100	\$ 34.60
B32	30	100	\$ 35.68
B40	40	100	\$ 37.84
B50	50	100	\$ 46.49
B65	65	100	\$ 54.06
B75	75	100	\$ 68.12

*Please be aware, some products attract lead time for delivery*

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**VICTORIAN RECOMMENDED PRICE LIST**

**EFFECTIVE: 3rd May 2010**

**REINFORCING ACCESSORIES**

**PLASTIC FASTWHEELS**

REFERENCE CODE	SIZE mm	BAR SIZE mm	No. PER BAG	PRICE PER 100 \$
FASTWH20	20	8 - 12	100	\$ 32.44
FASTWH25	25	8 - 12	100	\$ 34.60
FASTWH30	30	8 - 12	100	\$ 40.00
FASTWH40	40	8 - 12	100	\$ 54.06
FASTWH50	50	8 - 12	100	\$ 70.28
FASTWH65	65	8 - 12	100	\$ 105.96
FASTWH75	75	8 - 12	100	\$ 162.18

*NOTE: Wide mouth clip available on request (up to 20mm)*

**TRENCH MESH SUPPORTS**

REFERENCE CODE	HEIGHT mm	TRENCH MESH SIZE mm	No. PER BAG	PRICE PER 100 \$
TMS	65	8 - 12	25	\$ 140.56

**TIE WIRE ROLLS**

REFERENCE CODE	DESCRIPTION	SIZE mm	PRICE PER EACH \$
CT-BP	1.5kg Belt Pack (coil) Black	1.57	\$ 20.09
CT-BPGAL	1.5kg Belt Pack (coil) Galvanised	1.57	\$ 23.18
CTW5	5 kg Coil Black	1.57	\$ 44.82

**BAG TIES**

REFERENCE CODE	DESCRIPTION	No PER BUNDLE	PRICE PER BUNDLE \$
CBT110	110mm Wire Ties	2000	\$ 85.00
CBT125	125mm Wire Ties	2000	\$ 93.51
CBT150	150mm Wire Ties	2000	\$ 100.46
CBT200	200mm Wire Ties	2000	\$ 105.10

*Please be aware, some products attract lead time for delivery*

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**VICTORIAN RECOMMENDED PRICE LIST**

**EFFECTIVE: 3rd May 2010**

**BUILDING PRODUCTS**

**KEY JOINT & Capping (pegs included)**

REFERENCE CODE	NOMINAL HEIGHT mm	LENGTH mm	PRICE PER LENGTH \$
KJ1006	100	6000	\$ 95.82
KJ1506	150	6000	\$ 131.37
KJ2006	200	6000	\$ 162.28
KJCRSTD	Standard Removable	25m roll	\$ 108.19
KJCPRIP	Permanent Rip-A-Strip	25m roll	\$ 182.26

**JOINTEX**

REFERENCE CODE	THICKNESS mm	WIDTH mm	LENGTH m	PRICE PER ROLL \$
JT060	10	60	2.44	\$ 7.57
JT075	10	75	2.44	\$ 9.73
JT100	10	100	2.44	\$ 12.97
JT125	10	125	2.44	\$ 15.14
JT150	10	150	2.44	\$ 18.38

**FLEXIBLE ROLL**

REFERENCE CODE	THICKNESS mm	WIDTH mm	LENGTH/ROLL m	PRICE PER ROLL \$
FJR075	10	75	25	\$ 64.87
FJR100	10	100	25	\$ 81.09
FJR125	10	125	25	\$ 91.90
FJR150	10	150	25	\$ 108.12
FJR200	10	200	25	\$ 129.74

*NOTE: Sticky back flexible roll available on request.*

**SPEED SLEEVES & NAILING PLATES**

REFERENCE CODE	SIZE mm	PACK SIZE	PRICE PER EACH \$
DSS1631	16mm x 310mm	100	\$ 2.61
DSS2031	20mm x 310mm	100	\$ 3.13
DSSNP16	16mm Nail Plate	100	\$ 1.13
DSSNP20	20mm Nail Plate	100	\$ 1.13

**DIAMOND DOWELS**

REFERENCE CODE	SIZE mm	PACK SIZE	PRICE PER EACH \$
DDDBlack06	110 x 110 x 6	25	\$ 12.46

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**VICTORIAN RECOMMENDED PRICE LIST**

**EFFECTIVE: 3rd May 2010**

**BUILDING PRODUCTS**

**POLYFILM**

REFERENCE CODE	DESCRIPTION	PRICE PER ROLL \$
PFB4X20	4m x 50m x 200 um Black	\$ 167.59

**TAPE**

REFERENCE CODE	DESCRIPTION	PRICE PER ROLL \$
TG	P.V.C. Grey Tape – 30m x 48mm	\$ 8.65

**Reflor 55**

REFERENCE CODE	GAUGE mm	ZINC COATING g/m2	WIDTH mm	MASS Kg/m2	PRICE PER m2 \$
REFLOR060	0.60	Z350	600	8.52	\$ 64.32
REFLOR075	0.75	Z350	600	10.50	\$ 71.94
REFLOR100	1.00	Z350	600	13.79	\$ 90.56

*Reflor Delivery: \$120.00 per drop*

*Please be aware, some products attract lead time for delivery*

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**DELIVERY LEAD TIMES**

In our goal for service excellence it has become necessary to implement the following lead times and conditions. These conditions should be read in conjunction with MESH & BAR PTY LTD TERMS AND CONDITIONS OF SALE.

**Standard Materials – Stock 6 metre Bar, Standard Mesh and Accessories**

- Subject to availability, orders for standard material placed prior to 11 am can be delivered next working day.
- Stock material required for early morning delivery requires minimum 2 working days lead time.
- Stock material that requires scheduling can be delivered the next working day after scheduling is completed. Lead times for scheduling apply.

**Scheduled Materials - Processed Bar, Mesh and Accessories**

- We require sufficient lead times to allow for scheduling, manufacturing and associated processing of material. The minimum lead times for orders are:
  - a) Footings - 7 to 10 working days
  - b) Slabs, Columns, Walls etc - 10 working days
- Customers are required to supply a delivery program and ongoing updates to ensure we can meet your delivery times. Lead times as noted above.
- Changes in details and amendments, which affect an area already scheduled, will incur an additional 3 to 10 working days depending on the extent of the changes.
- Sufficient notice shall be given for cancellation of an order. Cancellations are subject to Mesh & Bar Terms and Conditions of Sale.

**Delivery**

- Customers are advised to arrange steel deliveries one day prior to steel fixing. Mesh and Bar will not be held responsible for any back charges or issues incurred as a result of arranging delivery and fixing on the same day.
- Drivers are expected to deliver to an accessible and nominated drop off point. The driver will accommodate all reasonable requests. If they deem the request unsafe, they will refuse the request. The final decision lies with the driver as they are bound to work within Workcover safety regulations.
- Drivers will not be held liable for any damages on site if the customer has asked them to deliver to an other than nominated drop off point.
- A penalty fee applies if customers refuse to accept any delivery. The fee includes for costs of return to store, restocking and/or storage.

**Claims**

- Mesh & Bar's Scheduler or Representative is to be contacted immediately if any steel is deemed not to comply. All instances will be investigated and checked in a timely and professional manner. **Disputes are to be investigated and resolved prior to pouring concrete.** Mesh & Bar Pty Ltd will not accept any claims if this does not occur.
- Mesh & Bar shall at its own discretion, repair or replace non-compliant goods within 24 hours of being advised.
- Any claim against Mesh & Bar must be in writing, stating full details of the claim within 48 hours of the alleged incident occurring.

**MESH & BAR PTY LTD ("The Company")**  
**TERMS AND CONDITIONS OF SALE**

All goods and services purchased from the Company and any of its divisions are sold subject to the following terms and conditions of sale and these terms and conditions of sale shall prevail notwithstanding any other document, terms and conditions and/or anything else except a written agreement signed by the Customer and the Company, except only for such terms as are implied by or under any law and which cannot be excluded.

**1. Price & Goods and Services Tax ("GST")**

Prices may be altered without notice and all goods will be charged at the price ruling at time of order. GST and/or any other Government imposts whatsoever applicable to the supply of goods and/or services will be payable by the Customer

**2. Payment**

- (i) Payment for goods purchased from the Company shall be made on or before delivery or in the case of Customers who have an account with the Company within 30 days from the end of the month of delivery.
- (ii) The Customer shall not be entitled to retain any money owing to the Company notwithstanding any default or alleged default by the Company including the supply of defective or allegedly defective goods or delay or alleged delay in supply.
- (iii) If payment is not made on time, the Customer shall pay interest to the Company on any amount owing at the rate of 3% above Westpac Banking Corporation's Business Overdraft Indicator Lending Rate.
- (iv) A certificate signed by a responsible officer of the Company shall be prima facie evidence of the amount owed to the Company by the Customer at the date of such certificate.
- (v) The Customer will pay to the Company without deduction or set-off all moneys owing to the Company;
- (vi) The Company shall be entitled at any time to set-off any moneys then or contingently owed to the Company by the Customer against any debt the Company owes to the Customer.

**3. Default**

If the Customer defaults in any payment, or if in the opinion of the Company, the Customer is unlikely to be able to meet its liability as it falls due then the Company may at its option:

- (i) require payment forthwith of all amounts owing by the Customer to the Company, whether or not such amounts are then due for payment including without limitation, all interest, administration and collection charges and all legal costs and any payment by the Customer shall
- (ii) charge full list price for goods supplied without allowing discount;
- (iii) Terminate any contract or contracts in relation to goods which have not been delivered;
- (iv) Repossess any goods delivered to the Customer, payment for which has not been received.

**4. Reservation of title**

- (i) Property in any goods supplied by the Company shall remain the sole and absolute property of the Company as legal and equitable owner until the full purchase price for all goods supplied is received by the Company from the Customer.
- (ii) Risk in the goods shall pass to the Customer on delivery to the Customer or its agent.
- (iii) The Customer acknowledges that until payment in full to the Company for all goods supplied to the Customer by the Company, the Customer shall hold the goods as bailee for the Company and that the Customer has a fiduciary duty to the Company;
- (iv) The Customer irrevocably authorises the Company to repossess any goods supplied by the Company to the Customer, without any notice if the Customer fails to make any payment when it is due or if in the opinion of the Company the payment of any amount in respect of goods supplied by the Company is in jeopardy or the Customer commences to be wound up or is placed in administration or under official management or into liquidation or suffers a receiver and/or manager appointed in respect of any of its assets. The Customer in consideration of credit being given irrevocably authorises the Company to enter onto any land on which the goods are left and to which the Customer has a right of entry, to enter thereon and remove the goods.
- (v) When the Company retakes possession of goods pursuant to its rights hereunder the contract for sale between the Company and the Customer is thereby terminated and the Company has the right to sell such repossessed goods;
- (vi) Any moneys received by the Customer in payment in part of in full for the goods supplied by the Company to the Customer shall be held by the Customer in trust for the benefit of the Company and payable to the Company until the Customer has paid for all goods supplied to the Customer by the Company;
- (vii) The Customer will prior to attaching any goods onto any building notify the owner of the building that such goods are subject to this reservation of title clause, except only as provided by law;
- (viii) The Customer releases and indemnifies the Company and its servants or agents from all claims for loss or damage caused by the Company or its servants or agents in enforcing or attempting to enforce its rights under this clause 4.

**5. Caveat**

The Customer hereby charges in favour of the Company as security for the Customer's obligations to the Company, all right title and interest in any land held now by the Customer alone or jointly with anyone or acquired by the Customer at any time hereafter. If the Customer defaults in payment of any amount owed to the Company, the Customer specifically authorises the Company to lodge a caveat against any dealings with any such property and appoints the Company to be the Customer's Attorney for this purpose.

**6. Orders**

- (i) Should there be any discrepancy between the order by telephone as recorded and processed by the Company and later confirmation is in writing by the Customer, the Company's record of telephone order shall prevail;
- (ii) The Company may at its absolute discretion refuse to supply goods where goods are unavailable for any reason whatsoever or credit limits cannot be agreed or have been exceeded.

**7. Cancellations**

Once an order has been accepted by the Company, the Customer can only cancel, vary or suspend the order (whether in whole or in part) upon the following conditions:

- (i) No cancellation, variation or suspension will be effective or recognised unless, and only to the extent, that the Company agrees in writing to such a cancellation, variation or suspension;
- (ii) The Customer agrees to accept delivery of all goods held by and all goods in transit to the Company in respect of such order.
- (iii) The Customer agrees to pay all costs expenses and liabilities incurred by the Company in consequence of the cancellation, variation or suspension of the order and accepts consequential delay.

## VICTORIAN RECOMMENDED PRICE LIST

EFFECTIVE: 3rd May 2010

### 8. Limitation of Liability

(i) The Company may compute an estimate of dimensions and quantities of goods based on plans or other information given by or on behalf of the Customer. The Company does not accept any liability as to the correct computation of any such estimate and the estimate is provided to the Customer as indicative only and the Company is not responsible for any mistakes in the estimate. The Customer undertakes to check any such estimate and in any event accepts full responsibility for the dimensions and quantities of goods ordered as independently computed by the Customer without relying on the estimate.

(ii) The Customer warrants to the Company that it will not rely on representations made and/or advice given by the Company or its employees in connection with the design, dimension, installation or use of goods sold and agrees that the Company shall not be liable for the consequences of any mistakes in such representation or advice whether made or given innocently, deliberately and/or negligently.

(iii) It is a condition of sale that any description or specification given by the Company or in printed literature of the Company is for general indicative purposes only and does not render the Company responsible howsoever and whatsoever except to the extent that the goods shall comply with the standards set out in such description or specification and that such description or specification shall not be taken as implying or giving any undertaking as to fitness for any particular purpose.

(iv) If the goods are required for a particular purpose, the Customer must clearly specify that purpose in writing in the order placed with the Company and obtain written assurance from the Company that the goods were supplied will meet that requirement. If the Customer does not specify the particular purpose and the Company does not expressly undertake in writing that the goods will be fit for the specified purpose, then the Customer agrees that it did not rely on the skill or judgement of the Company in relation to the suitability of the goods for a particular purpose.

(v) The Company shall not be liable for delay in delivery of the goods or delivery of part(s) of the goods in instalment due to any cause whatsoever. The Customer shall not be relieved from any obligation to accept or pay for goods by reason of any delay in, or the instalment delivery of the goods. Notwithstanding anything in no event shall the Company be responsible for any loss of profits, penalties, disruption, expenditure and/or damages incurred and/or sustained by the Customer due directly or indirectly because of any delay in or the instalment delivery of the goods.

(vi) Any complaint by the Customer for failure to deliver, delayed delivery, short delivery, supply of incorrect and/or faulty goods must be made in writing by fax or email to the Company, within 8 hours of the agreed or reasonably expected time at which the Company failed to deliver such goods and/or any of the occurrences specified in this paragraph. If the Customer desires to make any claim whatsoever against the Company in respect of any such failure and/or occurrences, the Customer must notify the Company of such claim and its particulars in writing within three business days of the failure to deliver and/or of any of the occurrences. The Customer waives, foregoes, abandons and forgives forever any claim whatsoever the Customer may have against the Company unless it has strictly complied with the preceding notification requirements for the complaint and the claim

(vii) Any goods returned by the Customer will be held and/or disposed of by the Company on behalf of the Customer unless the return of the goods is preceded by the complaint and the claim in writing as specified in the preceding paragraph. The Customer must facilitate the inspection of the goods by a Company representative prior to return. The acceptance of any returned goods shall not imply any acceptance by the Company of the Customer's claim.

(viii) If the goods are delivered by the Company to the Customer in a damaged state, The Customer must request the Company in writing for their replacement within 8 hours of the delivery of the damaged goods and the Customer must at the time of the delivery, specify in the delivery docket to be given to the deliverer that the goods are damaged and describe in the delivery docket the nature and extent of the damage.

(ix) Any claim, whatsoever against the Company arising in contract or otherwise howsoever and whether directly or indirectly from the sale and delivery of goods including without limitation for failure to deliver, delayed delivery, short delivery, supply of incorrect goods and/or faulty goods shall be limited to the price of the goods which was agreed by the Customer and the Company or in the absence of such agreement reasonable price therefore confined to the quantity of the goods required to be delivered on the occasion by reference to which the claim arises.

(x) The Customer will indemnify the Company for any claims whatsoever and howsoever made by a third party against the Company for any default of the Company in relation to or directly or indirectly arising from any contract or arrangement made between the Company and the Customer.

### 9. Delivery

(i) Unless agreed otherwise in writing prior to delivery, unloading of goods shall be the Customer's responsibility and the Company will not be responsible for any damage resulting from the unloading of the goods by the Customer or by anyone on its behalf, or by the Company's employee or agent.

(ii) The Customer indemnifies the Company from any claim whatsoever resulting from the Customer, its employee or agent loading goods supplied by the Company on any vehicle or unloading goods supplied by the Company from any vehicle.

(iii) Where goods are delivered to a particular site, the goods will be entirely at the Customer's risk when delivered.

(iv) A quantity, description, date, time and place of delivery as shown on the Company's invoice or delivery docket shall be conclusive evidence of quantity, description, date, time and place of delivery of such goods.

(v) If the site is unattended goods will be unloaded on the site or if the site is not accessible as close to the site as is practicable and the delivery docket/manifest signed by the cartage contractor or the driver of the Company that the goods were delivered accordingly shall be conclusive evidence of due delivery of the goods.

(vi) The Company if requested to enter a property accepts no responsibility for any damage caused by the Company or its agent.

(vii) A standard delivery charge as published by the Company from time to time in its price list will apply.

(viii) Where trucks are held on a site for more than 1 hour additional costs will apply.

(ix) For delivery of lengths over 9 metres the Customer must enquire at time of ordering about additional costs.

(x) Deferred delivery of goods already manufactured for the Customer will incur storage charge of 0.5% per week of invoice value.

### 10. Price Escalation

(i) Prices quoted or specified in the customer's order or the Mesh & Bar Price List shall be increased by and are subject to every percentage increase as may occur from time to time including in the period between the date of quotation or the customer's order and the date of supply in the cost of raw materials as our suppliers specify to us.

(ii) Under no circumstances will any terms and/or conditions specified in the customer's order or communication whether written or verbal shall replace or in any way modify the price increase and/or Mesh & Bar Standard Terms and Conditions.